

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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In re:

Enied A. McLeod  
Carleton A. McLeod,  
Debtor(s)

Case No.: 17-24841-beh

Chapter 13

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**NOTICE AND REQUEST TO AMEND UNCONFIRMED CHAPTER 13 PLAN**

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Enied A. McLeod and Carleton A. McLeod, debtor(s), filed papers with the Court requesting amendment of the unconfirmed Chapter 13 Plan in the above case.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the Court to confirm the amended plan as proposed, or if you want the Court to consider your views on the request, then on or before 21 days after service of this notice, you or your attorney must:

File with the Court a written request for hearing that contains a short and plain statement of the factual and legal basis for the objection. File your written request electronically or mail it

to:  
Clerk of Bankruptcy Court  
517 E. Wisconsin Ave., Room 126  
Milwaukee, WI

If you mail your request to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the expiration of 21 days.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the request and enter an order confirming the amended Chapter 13 plan.

Drafted by:  
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### REQUEST TO AMEND UNCONFIRMED CHAPTER 13 PLAN

1. This request to amend an unconfirmed Chapter 13 Plan **SUPERSEDES ALL PRIOR REQUESTS TO AMEND THE PLAN AND INCLUDES ALL PROPOSED AMENDMENTS. TERMS NOT FULLY STATED HERE OR IN THE ORIGINAL PLAN ARE NOT PART OF THE PLAN.**
2. Service. A certificate of service must be filed with the amendment. Designate one of the following:  

  X   A copy of this proposed amendment has been served on the trustee, United States trustee and all creditors, or

     A motion requesting limited service is being filed simultaneously with the Court.
3. The Chapter 13 Plan filed with the Court is amended as follows:
  - a. Plan payments to be \$3,147.00 per month for the remaining term of the plan beginning March, 2018.
  - b. Paragraph 6.(A)(ii)(b) is amended by changing the address for the property referenced as 5246-46A N. 34th St., Milwaukee, WI 53209 to 5256-56A N. 34th St., Milwaukee, WI 53209.
  - c. Paragraph 10. Special Provisions. is amended by adding the following subparagraph:
    - f. Debtor to pay the special assessment for the property located at 3866-68 N. 52nd St., Milwaukee, WI in the amount of \$680.00 directly to the City of Milwaukee in annual installments along with the regular real estate tax bill for said property.
  - d. Paragraph 10.d. of Special Provisions is deleted in its entirety.
  - e. Paragraphs 6(A)(ii)(b) and 6(B) are deleted in their entirety and replaced with the following:

#### 3.1 Maintenance of payments and cure of default, if any.

*Check one.*

- ☐ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- ☒ The debtor(s) will maintain payments during the case on the secured claims listed below by paying the claimant directly. For allowed secured claims provided for in the plan, the trustee will disburse payments on any arrearage sufficient to pay the arrearage in full, with interest, if any, at the stated rate. If the Interest rate on arrearage column is left blank, no interest will be paid. The trustee will disburse payment on any arrearage listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) or 3004, and amounts so listed control

☐ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

over any contrary amounts stated below as to the current installment payment and arrearage. The trustee will disburse amounts listed in the Monthly plan payment on arrearage column each month. If no amount is listed in the Monthly plan payment on arrearage column, the trustee will disburse payments to the creditors listed in this Part pro rata with other secured creditors that do not receive equal monthly payments. If a secured creditor obtains relief from the automatic stay as to collateral listed in this section, the trustee will cease payments to that creditor, and the plan will be deemed not to provide for secured claims based on that collateral.

The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of Creditor	Collateral	Current Installment payment-Disbursed by Debtor (including escrow)	Amount of Arrearage- Disbursed by Trustee (if any)	Interest rate on arrearage (if applicable)	Monthly plan payment on arrearage	Estimated total payments by trustee
	4833-35 W. Fond du Lac Ave. Milwaukee, WI					
Bank of America Home Loans	53216 Milwaukee County	\$980.92	Prepetition: \$8,323.46	0.00%	pro rata from available funds	\$8,323.46
	4161-63 N. 47th St. Milwaukee, WI					
Bank of America Home Loans	53218 Milwaukee County	\$928.21	Prepetition: \$6,965.30	0.00%	pro rata from available funds	\$6,965.30
	5446-48 N. 19th St. Milwaukee, WI					
BMO Harris Bank N.A.	53209 Milwaukee County homestead property	\$226.58	Prepetition: \$0.00	0.00%	pro rata from available funds	\$0.00
	3866-68 N. 52nd St. Milwaukee, WI					
City of Milwaukee	53209 Milwaukee County	\$0.00	Prepetition: \$0.00	0.00%	pro rata from available funds	\$0.00
	3866-68 N. 52nd St. Milwaukee, WI					
Fay Servicing, LLC	53209 Milwaukee County	\$1,013.88	Prepetition: \$3,714.73	0.00%	pro rata from available funds	\$3,714.73
	4915-17 N. 50th St. Milwaukee, WI					
Fay Servicing, LLC	53218 Milwaukee County	\$968.00	Prepetition: \$5,463.83	0.00%	pro rata from available funds	\$5,463.83
	2418-18A N. 53rd St. Milwaukee, WI					
Freedom Mortgage	53210 Milwaukee County value reflects 6% discount for liquidation expense	\$917.57	Prepetition: \$8,457.88	0.00%	pro rata from available funds	\$8,457.88

Insert additional claims as needed.

### 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one.

☐ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 is checked.

☒ The debtor(s) request that the court determine the value of the secured claims listed below. For each non-governmental secured claim, the debtor(s) state that the value of the secured claim should be as set out in the Amount of secured claim column. If the total amount of the proof of claim is less than the amount listed in the Amount of secured claim column, the lower amount listed on the proof of claim will be paid in full with interest as provided below. For secured claims of governmental units, the value of a secured claim listed in a proof of claim

filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

If no entry is made in the *Interest rate* column, the proof of claim controls the rate of interest. If no interest rate is listed in the plan or proof of claim, then no interest will be disbursed by the trustee. The trustee will disburse amounts listed under the Monthly payment to creditor column in equal monthly payments. If no amount is listed in the Monthly plan payment column, the trustee will disburse payments pro rata with other secured creditors. If the court orders relief from the automatic stay as to any item of collateral listed in this paragraph, the trustee will cease disbursement of all payments under this paragraph as to that collateral, and the plan will be deemed not to provide for all secured claims based on that collateral.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. The amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

The holder of any claim listed below as having value in the *Amount of secured claim* column will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Name of Creditor	Estimated amount of Creditor's total claim	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor	Estimated total of monthly payments
Bank of America Home Loans	<u>\$98,592.00</u>	4807-09 W. Luscher Ave. Milwaukee, WI 53218 Milwaukee County	<u>\$33,500.00</u>	<u>\$0.00</u>	<u>\$33,500.00</u>	<u>5.50%</u>	pro rata from available funds	<u>\$38,539.62</u>
Bank of America Home Loans	<u>\$60,546.00</u>	5256-56A N. 34th St. Milwaukee, WI 53209 Milwaukee County	<u>\$26,000.00</u>	<u>\$0.00</u>	<u>\$26,000.00</u>	<u>4.50%</u>	pro rata from available funds	<u>\$29,145.85</u>
Freedom Mortgage	<u>\$63,228.00</u>	1217 W. Capitol Dr. Milwaukee, WI 53206 Milwaukee County	<u>\$26,000.00</u>	<u>\$0.00</u>	<u>\$26,000.00</u>	<u>5.50%</u>	pro rata from available funds	<u>\$29,911.34</u>
Freedom Mortgage	<u>\$56,752.00</u>	3520-20A N. 42nd St. Milwaukee, WI 53216 Milwaukee County	<u>\$37,000.00</u>	<u>\$0.00</u>	<u>\$37,000.00</u>	<u>5.50%</u>	pro rata from available funds	<u>\$42,566.41</u>

e. Debtors to be responsible for post-petition payment of real estate taxes and insurance for properties subject to cramdown provision.

f. Mortgager companies whose debts are subject to cramdown provision may recoup post-petition advances made on debtors' behalf.

All remaining terms of the original Chapter 13 Plan are unaffected. In the event of a conflict between the terms of the original Plan and the terms of this amendment, the terms of this amendment control.

WHEREFORE, each Debtor requests that the Court approve this proposed amendment to the original Chapter 13 Plan.

### CERTIFICATION

The Debtor's attorney must sign this certification. A Debtor represented by an attorney may sign this certification. If the Debtor does not have an attorney, the Debtor must sign this certification. **The provisions in this Chapter 13 plan are identical to those contained in the official local form other than the changes listed in part 3.**

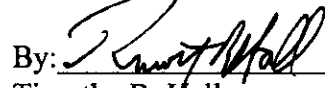
I certify under penalty of perjury that the foregoing is true and correct.

Dated: February 28, 2018

  
Enied A. McLeod, Debtor

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Carleton A. McLeod, Debtor

Law Office of Timothy R. Hall  
Attorney for Debtor(s)

By:   
Timothy R. Hall  
State Bar No. 1016369